

RECEIVED

APR 24 2014

Scott Foster
9507 Sertoma Road
Chapel Hill, NC 27516

April 21, 2014

AT 8:30 _____M
WILLIAM T. WALSH, CLERK

Martin Luther King Building & U.S. Courthouse
ATTN: Clerk of Court
50 Walnut Street Room 4015
Newark, NJ 07101

RE: Rossi v. The Proctor and Gamble Company, Case No.: 11-7238 (JLL)

Clerk of Court:

Kindly file the enclosed Motion for Injunctive Relief and Motion to Compel in the above referenced case.

Thank you for your assistance with this matter.



Scott Foster

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

EDWARD ROSSI, on behalf of himself and
all others similarly situated,
Plaintiffs,

Case No.: **11-7238 (JLL)**

VS.

**MOTION FOR INJUNCTIVE RELIEF
AND MOTION TO COMPEL**

THE PROCTOR & GAMBLE COMPANY,
Defendant.

NOW COMES Claimant Scott Foster (“Foster”), pro se, and hereby moves the Court to compel Defendant The Proctor & Gamble Company (“P&G”) to properly issue refunds in this matter; and to compel Citibank N.A., acting as agent for P&G in this matter, to rescind an adhesion contract issued to claimants in this matter. This Motion is made pursuant to this Court’s previous Order (*ECF 81* at ¶ 20).

FACTS

1. Foster is a Claimant in this matter, as that term is defined by the Settlement Agreement (*Settlement Agreement* at ¶ 22 D).
2. As a Claimant in this matter, Foster is entitled to a refund from P&G in the amount of \$4.00.

3. On or about April 15, 2014, Foster received a letter from Citibank N.A. (“Citibank”) (the “Citibank Letter”) (**Exhibit A**).
4. The Citibank Letter indicated Citibank was administering payment of claims in this matter.
5. The Citibank Letter included a Citibank Prepaid Debit Card (the “Card”), purportedly with a value of \$4.00 and representing payment of the refund P&G issued to Foster as Claimant in this matter.
6. The Citibank Letter contained additional enclosures, including an adhesion contract (the “Contract”) (**Exhibit B**).
7. On information and belief, similar mailings were made to all claimants in this matter.
8. As a condition of accepting and using the Card, which is required and necessary to receive the \$4.00 P&G refund, claimants in this matter are required to accept the terms of the Contract.
9. The Contract contains no option for claimants to opt out of the Contract.
10. The Contract contains a binding Arbitration Provision.
11. The Contract contains no option for claimants to opt out of the Arbitration Provision.
12. The Arbitration Provision requires claimants to waive their rights to a jury trial and the ability to litigate disputes, among other provisions for any and all claims.
13. The Arbitration Provision indicates that all claims, related to any party and/or connected to the Card or Citibank in any way, are subject to the Arbitration Provision (*Contract* at ‘Whose claims are subject to arbitration?’).

14. The Arbitration Provision indicates that all claims, even those claims that existed prior to the issuance of the Card, are subject to arbitration (*Contract* at ‘What time frame applies to claims subject to arbitration?’).
15. The Arbitration Provision provides two choices for an arbitration forum: The American Arbitration Association (“AAA”) and the National Arbitration Forum (“NAF”) (*Contract* at ‘How Arbitration Works’).
16. The Contract is dated: Revised 08/2013.
17. In 2009, the NAF agreed to cease administering consumer-related disputes nationwide after reaching an agreement in an action brought against it by the Minnesota Attorney General (**Exhibit C**).
18. NAF’s nationwide ban on consumer disputes remains in effect as evidenced by a statement on the NAF website (**Exhibit D**) (retrieved from adrforum.com on April 20, 2014).
19. On information and belief, Citibank is aware that NAF is no longer administering consumer-related disputes, and has been aware of that status since 2009.
20. By including NAF in the Contract, Citibank has forced all claimants in this matter to forever settle past, present and future disputes through the AAA.
21. The Arbitration Provision contains an arbitration appeal clause. (*Contract* at ‘When is an arbitration award final?’).
22. On information and belief, AAA refuses to honor Citibank consumer arbitration appeals as provided in the Contract.
23. On information and belief, Citibank is aware of AAA’s refusal to handle consumer arbitration appeals pursuant to the Contract’s language.

24. On information and belief, by including AAA in the Contract, Citibank has attempted to force all claimants in this matter to forever settle all consumer disputes through AAA, a forum Citibank knows will not fully administer said consumer disputes pursuant to the contract's terms.
25. On information and belief, P&G had knowledge of the Citibank Contract and Arbitration Provision, and had that knowledge prior to choosing Citibank to administer payments to claimants in this matter.
26. The Contract indicates Citibank may change the Contract terms at any time.
27. The Contract indicates Citibank may assign their rights or obligations under the contract at any time, but that claimants may not do so.
28. The Contract contains a Privacy Policy (*Contract* at 'Privacy').
29. The Privacy Policy indicates Citibank may share claimants' personal information "on our [Citibank] behalf or as required by law."
30. The ambiguity of the Privacy Policy leaves Citibank open to share a claimants' personal information with anyone Citibank chooses, and provides claimants with no opportunity to opt out, object or be made aware of the sharing of that personal information.
31. Foster does not agree to the terms of the Contract, Arbitration Provision or Privacy Policy.
32. Foster has not signed, activated or otherwise used the Card.
33. The Claim Form and Settlement Agreement submitted to this Court in this matter make no mention of an adhesion contract, arbitration provision or privacy policy.

PRAYER FOR RELIEF

WHEREFORE, Foster moves the Court to:

- a. Issue an injunction preventing The Proctor & Gamble Company from enforcing any portion of the Contract, including the Arbitration Provision;
- b. issue an injunction preventing Citibank N.A. from enforcing any portion of the Contract, including the Arbitration Provision;
- c. order The Proctor & Gamble Company to issue Foster an unrestricted claim settlement payment in the amount of \$4.00;
- d. order that Citibank and The Proctor and Gamble Company recall all debit cards issued to claimants in this matter;
- e. order that Citibank and The Proctor and Gamble Company issue notices to all claimants indicating that the Contract, Arbitration Provision and Privacy Policy are void and unenforceable;
- f. grant any other relief that the Court deems appropriate.

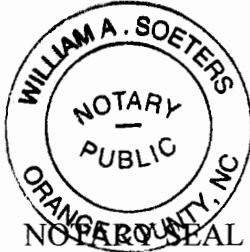
Respectfully submitted this 21st day of April, 2014,

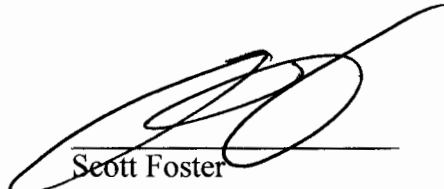
VERIFICATION OF MOTION

I, Scott Foster, under oath, hereby swear to the following:

1. I am a Claimant in the above titled action.
2. I drafted this Motion.

3. To the best of my knowledge, all statements made herein are true and accurate and based on my personal knowledge, except that statements made "upon information and belief" are based on information and/or documents believed by me to be true and accurate.




Scott Foster
pro se
9507 Sertoma Road
Chapel Hill, NC 27516
(571) 494-1588

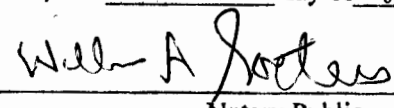
State North Carolina
County Orange

I, William A Soeters, a Notary Public for said County and State, do

Hereby certify that Scott Foster personally appeared

Before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 21 day of April, 2014


Notary Public

My commission expires Oct 12, 2018

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing VERIFIED MOTION has been served upon the following parties to this action, via U.S. Mail, First Class postage prepaid, this 21st day of April, 2014:

MARISSA J. COHEN
JONES DAY
222 EAST 41ST STREET
NEW YORK, NY 10017

JENNIFER LYNN DEL MEDICO
JONES DAY
222 EAST 41ST STREET
NEW YORK, NY 10017

ANTONIO VOZZOLO
FARUQI & FARUQI, LLP
369 LEXINGTON AVENUE
10TH FLOOR
NEW YORK, NY 10017-6531

CAROLINE F. BARTLETT
CARELLA BYRNE
5 BECKER FARM ROAD
ROSELAND, NJ 07068

JAMES E. CECCHI
CARELLA BYRNE
5 BECKER FARM ROAD
ROSELAND, NJ 07068

DONALD A. ECKLUND
CARELLA, BYRNE
5 BECKER FARM ROAD
ROSELAND, NJ 07068

LINDSEY H. TAYLOR
CARELLA, BYRNE
5 BECKER FARM ROAD
ROSELAND, NJ 07021

TIM BLANCHARD
3710 POPE DRIVE
CORPUS CHRISTI, TX 78411

A handwritten signature in black ink, appearing to read 'Scott Foster', with a horizontal line underneath it.

Scott Foster
pro se
9507 Sertoma Road
Chapel Hill, NC 27516
(571) 494-1588

EXHIBIT A



PO BOX 42914
INDIANAPOLIS, IN 46242

>002194 6409041 002194 1 1 0Z 000000
SCOTT FOSTER
9507 SERTOMA RD
CHAPEL HILL NC 27516

Initial Card Value: \$4.00

Account Number: 0600

Valid Thru: 04/15



Start using your Visa® Prepaid Card Today!

IMPORTANT CARD INFORMATION

- To activate your card, follow the instructions on the sticker attached to your card.
- THIS IS NOT A CREDIT CARD. It's a Visa prepaid card, good everywhere Visa debit cards are accepted.
- THIS CARD DOES NOT HAVE ATM CASH ACCESS.
- Register at the web address on the back of your card to check your balance, review transaction history and sign up for on demand mobile alerts.
- Sign the back of your card now.
- Review the enclosed Citi Prepaid Services Prepaid Card Agreement and Privacy Notice. Your Schedule of Fees and any Supplemental Terms of Use are printed on the back of this card carrier.
- You may select "Credit" or "Debit" when making purchases. If you select Credit, you will be prompted for your signature. If you select Debit, you will be prompted to enter the PIN you obtained during activation.
Note: The Debit "cash back" option is not available with this card.

The enclosed prepaid debit card represents your entire settlement award in *Rossi, et al v. The Procter & Gamble Company*, Civil Action No. 2:11-cv-07238. The amount of your settlement award has been calculated pursuant to the terms of the Settlement Agreement in *Rossi* that was approved by the United States District Court for the District of New Jersey on October 3, 2013.

Gemalto MGY - U1064187A - 11/13

0563518067



AUTHORIZED SIGNATURE NOT VALID UNLESS SIGNED

465

Balance & Account Info:
prepaid.citi.com

NON-RELOADABLE
For balance text BAL to 445544

Customer Service:
prepaidhelp@citi.com
or 800-522-7458

Citi and Arc Design is a trademark and service mark of Citigroup Inc., used and registered throughout the world.

CCF0603

SCHEDULE OF SUPPLEMENTAL TERMS

CONTACT INFORMATION

Our Site: www.prepaid.citi.com
Our Telephone Number: 800-522-7458
Our Address: CITI PREPAID SERVICES Customer Service, P.O. Box 284, Conshohocken, PA 19428 USA
Our Email Address: prepaidhelp@citi.com

ADDITIONAL FEATURES AVAILABLE TO YOU

In addition to the Transactions identified elsewhere in the Agreement, you can use your CITI PREPAID SERVICES Card for the following features:

SIGNATURE DEBIT PURCHASES: You may use your CITI PREPAID SERVICES Card to complete transactions at merchants that accept Network-branded debit cards without using your PIN. At checkout, select "Credit" and sign your name to authorize your purchases. Signature purchases are protected in the case of loss, theft, or unauthorized signature transactions.

PIN DEBIT PURCHASES: You may use your CITI PREPAID SERVICES Card to complete Transactions at merchants that accept Network-branded debit cards using your PIN. You are responsible for the protection of your PIN number and you may not be able to recover funds lost as a result of the unauthorized use of your PIN.

PROTECTING YOUR PIN: In order to keep your CITI PREPAID SERVICES Card balance secure, you must strictly protect the confidentiality of your PIN. If you believe that your PIN is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your PIN), you must immediately notify Customer Service. You agree not to write your PIN on your CITI PREPAID SERVICES Card or keep a notation of your PIN with your CITI PREPAID SERVICES Card.

REQUIRED INFORMATION: You must provide your real name, street address, e-mail address (if any), telephone number and such other information as may be reasonably requested by us to determine your eligibility for a CITI PREPAID SERVICES Card. Falsification of any of this information constitutes grounds for termination of the CITI PREPAID SERVICES Card.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING A NEW CITI PREPAID SERVICES CARD: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **WHAT THIS MEANS FOR YOU:** When you request or register for a CITI PREPAID SERVICES Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FDIC INSURANCE: The funds on your CITI PREPAID SERVICES Card are FDIC-insured up to the limits provided by law.

EXPIRATION DATE: Your CITI PREPAID SERVICES Card expires on the date embossed on the front of the card. You may not use your CITI PREPAID SERVICES Card after the Expiration Date. Subject to applicable law, the available funds on your CITI PREPAID SERVICES Card may be subject to Account Maintenance Fees as outlined in these Terms of Use and Fee Table.

TRANSACTION LIMITS

Daily dollar limit for purchase Transactions (per day): \$1,500 per day or your established daily limit.
Daily limit on number of purchase Transactions (per day): 12 per day or your established daily limit.

We reserve the right to modify the Transaction Limits from time to time. We will notify you of any change in the Transaction Limits as may be required by law. For security purposes, we may impose additional Transaction Limits on your CITI PREPAID SERVICES Card and you will be advised of such limitations to the extent required by applicable law.

Revised 01/2014

SCHEDULE OF FEES

Description	Fee
Account Maintenance Fee ¹ (if applicable)	\$3.00 per month
Plastic Replacement Fee	\$6.95 per incident
Foreign Currency Conversion Fee ²	3.00% per transaction
¹ Account Maintenance Fee: Subject to applicable law, a monthly maintenance fee will be applied to all accounts, provided that the fee for months 1-12 will not be collected until the twelve month anniversary date. Fees thereafter will be collected monthly. Fees will be postponed if either of the following criteria [are/is] met: 1) There have been funds added to your account in last three months; 2) There have been purchases made with your account in last three months. The charge will be recurring each month unless the account is active as stated in (1) or (2) above or the balance of the account is \$0.00.	
² Foreign Currency Conversion Fee: A 3% fee will be applied to all transactions made outside the United States. This fee is included in the total amount of the settled transaction. See the Terms of Use for additional information regarding Foreign Transactions.	

EXHIBIT B

CITI PREPAID SERVICES® PREPAID CARD AGREEMENT
THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION.
THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR
RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER
"ARBITRATION" FOR DETAILS.

THIS CITI PREPAID SERVICES® PREPAID CARD AGREEMENT
("AGREEMENT") GOVERNS THE USE OF YOUR CITI PREPAID
SERVICES® PREPAID CARD (THE "CITI PREPAID SERVICES
CARD"). THE SCHEDULE OF SUPPLEMENTAL TERMS
("SUPPLEMENT") PROVIDED TO YOU IS INCORPORATED
INTO, AND IS A PART OF, THIS AGREEMENT. IN THIS
AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO
THE PERSON WHO IS ISSUED, OR ACCEPTS, ACTIVATES,
OR REGISTERS FOR A CITI PREPAID SERVICES CARD, AND
THE WORDS "WE," "US" AND "OUR" REFER TO CITIBANK,
N.A., THE ISSUER OF THE CITI PREPAID SERVICES CARD.
BY REGISTERING FOR, ACTIVATING, ACCEPTING, OR
USING THE CITI PREPAID SERVICES CARD, YOU AGREE
TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS
AGREEMENT. IF YOU HAVE ANY QUESTIONS CONCERNING
THE CITI PREPAID SERVICES CARD, PLEASE VISIT OUR
SITE, OR CONTACT US AT OUR TELEPHONE NUMBER,
OUR ADDRESS, OR OUR EMAIL ADDRESS. OUR SITE, OUR
TELEPHONE NUMBER, OUR ADDRESS, AND OUR EMAIL
ADDRESS ARE LISTED IN THE SUPPLEMENT. "NETWORK"
MEANS EITHER MASTERCARD® OR VISA®, WHICHEVER
APPEARS ON YOUR CITI PREPAID SERVICES CARD. A
"TRANSACTION" IS ANY TIME YOU USE YOUR CITI PREPAID
SERVICES CARD TO ACCESS VALUE ON IT. A "LOAD" IS
ANY TIME THE SPONSOR OF YOUR CITI PREPAID SERVICES
CARD ADDS VALUE TO YOUR CITI PREPAID SERVICES CARD
(IF APPLICABLE).

THE CITI PREPAID SERVICES CARD: The CITI PREPAID
SERVICES Card is a Network branded prepaid card that
enables you to purchase goods and services from merchants
that accept debit cards in the Network, and to perform
additional Transactions identified in the Supplement. The
CITI PREPAID SERVICES Card is not a credit card, and
can be used only for the amount of money loaded to the
CITI PREPAID SERVICES Card. You can find additional
information on how the CITI PREPAID SERVICES Card works
on Our Site.

THE SPONSOR: The CITI PREPAID SERVICES Card is made
available to you at the request of an organization that may
use the CITI PREPAID SERVICES Card to provide funds to
you for your use (the "Sponsor"). The terms of any payment
from the Sponsor to you, including whether such funds belong
to you and the correct amount, are matters between you and
the Sponsor. We have no responsibility for resolving such
disputes.

**ELIGIBILITY FOR AND AVAILABILITY OF THE CITI PREPAID
SERVICES CARD:** Only individuals who can lawfully enter into
and form contracts under applicable law and have reached the
age of majority may have a CITI PREPAID SERVICES Card.
We may refuse to provide a CITI PREPAID SERVICES Card to
anyone, at any time, in our sole discretion.

NO INTEREST PAID: You understand and agree that you will

not receive interest or other earnings on the funds on your CITI PREPAID SERVICES Card (the interest rate and Annual Percentage Yield are 0%).

RESPONSIBILITY FOR USE OF CARD BY OTHERS: If you provide your CITI PREPAID SERVICES Card to another person, you are responsible for that person's use of your CITI PREPAID SERVICES Card even if that person uses your CITI PREPAID SERVICES Card for Transactions other than what you intended. In order to terminate the other person's authority, you must get your CITI PREPAID SERVICES Card back, or call us to deactivate the CITI PREPAID SERVICES Card.

PROHIBITIONS: You may only use the CITI PREPAID SERVICES Card for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the CITI PREPAID SERVICES Card. You may not use the CITI PREPAID SERVICES Card under a false name. Suspected fraudulent or unlawful conduct may be reported to law enforcement authorities. Illegal or fraudulent conduct constitutes grounds for termination of your CITI PREPAID SERVICES Card.

FEES: You agree to pay all fees set forth in the Fee Schedule provided to you with the Supplement (the "Fees") and you authorize us to collect the Fees by deducting the Fees from the balance of funds on your CITI PREPAID SERVICES Card. The Fee Schedule is incorporated into and made part of this Agreement. We may from time to time amend the Fee Schedule as set forth in the section of this Agreement entitled "Changes to this Agreement."

LOADING FUNDS TO YOUR CITI PREPAID SERVICES CARD: The Supplement will indicate if additional funds can be loaded to your CITI PREPAID SERVICES Card.

HOW YOU CAN USE YOUR CITI PREPAID SERVICES CARD: You may use your CITI PREPAID SERVICES Card to complete Transactions at merchants that accept Network-branded debit card products. We do not guarantee and we are not responsible for the quality of goods or services purchased with your CITI PREPAID SERVICES Card. As a result, you should always take due care in entering into any agreement with another person or merchant. You agree to resolve any disputes with a merchant who honored your CITI PREPAID SERVICES Card directly with the merchant, and not to involve us in that dispute. You can also use your CITI PREPAID SERVICES Card for the additional Transactions described in the Supplement.

AUTHORIZATIONS AND AUTHORIZATION HOLDS: Some merchants may ask us to authorize a Transaction in advance and may estimate its final value. When we authorize the Transaction, we commit to make the requested funds available when the Transaction finally settles. Thus, we may place a hold on funds on your CITI PREPAID SERVICES Card. Some merchants also may add an amount to ensure that sufficient funds will be available to cover the final Transaction, such as a tip at restaurants. The authorization may be denied if the estimate amount exceeds your available funds. In some cases, an authorization may result in a hold for a longer period, up to 90 days. The funds subject to the hold will not be available to you for other purposes until the Transaction is finalized or the hold is released. In addition, if you cancel a

Transaction after the merchant obtains an authorization, there may be a temporary hold for that amount of funds for 10 days or longer.

RECEIPTS AND OTHER DOCUMENTATION: You can get a receipt at the time you make any Transactions using your CITI PREPAID SERVICES Card at an ATM (if the Supplement states that ATM use is allowed for your program) or point-of-sale terminal, except for certain small-ticket Transactions. You may obtain information about the amount of money you have remaining on your CITI PREPAID SERVICES Card by calling Our Telephone Number. This information, along with a 60-day history of CITI PREPAID SERVICES Card Transactions and Loads, is also available online at Our Site. You have the right to obtain a 60-day written history of CITI PREPAID SERVICES Card Transactions and Loads by calling Our Telephone Number, or by writing us at Our Address.

LIMITS ON YOUR USE OF YOUR CITI PREPAID SERVICES CARD: There are limits on the dollar amount and number of Transactions completed with the CITI PREPAID SERVICES Card during a set time period ("Transaction Limits"). The Transaction Limits are described in the Supplement.

RIGHT TO STOP PAYMENT: If you have told us in advance to make regular payments from your CITI PREPAID SERVICES Card, you can stop any of these payments. Here's how:

Call us at Our Telephone Number or write us at Our Address, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give, as set forth in the Fee Schedule.

Because your CITI PREPAID SERVICES Card can be used only for the amount loaded to the CITI PREPAID SERVICES Card, we recommend that you not use your CITI PREPAID SERVICES Card for recurring payments. If you do, please be sure that you have sufficient funds for each payment. Otherwise, your payments will be rejected, and your CITI PREPAID SERVICES Card may be terminated or suspended.

COLLECTION OF NEGATIVE BALANCES: You should expect that any Transaction in an amount that exceeds your CITI PREPAID SERVICES Card balance will be rejected. If a merchant completes a Transaction that results in a negative balance on your CITI PREPAID SERVICES Card, you agree to immediately pay the amount of the negative balance plus any applicable Fees and you authorize us to initiate an Automated Clearing House ("ACH") Transfer on your behalf in payment thereof if we have the requisite bank account information. If you fail to make any required payment, we have the right to initiate collection proceedings against you and/or report your failure to consumer reporting agencies in compliance with applicable law.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CITI PREPAID SERVICES CARD: Tell us AT ONCE if you believe your CITI PREPAID SERVICES Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your CITI PREPAID SERVICES Card.

If your CITI PREPAID SERVICES Card is used to make purchases at merchants without your authorization, you will not be responsible for such unauthorized usage under certain

circumstances. You will not be liable provided that (1) the transaction was completed without the use of your PIN; (2) you have exercised reasonable care in safeguarding your CITI PREPAID SERVICES Card from risk of loss or theft; (3) you have not reported 2 or more incidents of unauthorized use within the preceding 12 months.

In the case of ACH or ATM withdrawals using your CITI PREPAID SERVICES Card, and for purchases at merchants if you do not meet the limited liability requirements in the prior paragraph, you can lose no more than \$50 if someone used your CITI PREPAID SERVICE Card without your permission IF you tell us within 2 business days after you learn of the loss or theft of your Card. Under these circumstances, if you do NOT tell us within 2 business days after you learn of the loss or theft of your CITI PREPAID SERVICES Card, and we can prove we could have stopped someone from using your CITI PREPAID SERVICES Card without your permission if you had told us, you could lose as much as \$500.

Also, if a CITI PREPAID SERVICES Card history that you obtain shows Transactions that you did not make, tell us at once. If you do not tell us within the lesser of 60 days after you received a written CITI PREPAID SERVICES Card history or accessed an electronic CITI PREPAID SERVICES Card history, and 120 days after the Transaction was first made available in your CITI PREPAID SERVICES Card history, you may not get back any money you lost after that period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

If you believe your CITI PREPAID SERVICES Card has been lost or stolen, or that someone may use your CITI PREPAID SERVICES Card number without your permission: call us at Our Telephone Number, contact us at Our Site, or write to Our Address, Attention Risk Management Department.

OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION: If we do not complete a Transaction or Load on your CITI PREPAID SERVICES Card on time or in the correct amount, according to this Agreement with you, we will be liable for your losses or damages, to the extent required by law. There are some circumstances where we will not be liable. We will not be liable, for instance:

- a. if, through no fault of ours, you do not have enough money on your CITI PREPAID SERVICES Card to make the Transaction;
- b. if, through no fault of ours, the funds on your CITI PREPAID SERVICES Card are not available because the funds are uncollected, or subject to legal process;
- c. if the ATM (if access is allowed on your program) or merchant where you are making the Transaction does not have enough cash;
- d. if the machine or system was not working properly and you knew of the breakdown when you started the Transaction or Load;
- e. if circumstances beyond our control (such as an Act of God, fire or other catastrophe, or an electrical or computer failure) prevent the Transaction or Load, despite reasonable precautions that we have taken;

- f. If your CITI PREPAID SERVICES Card has been reported lost or stolen and you are using the reported CITI PREPAID SERVICES Card;
- g. If we have reason to believe that the Transaction or Load requested is unauthorized, suspicious, or fraudulent;
- h. If you attempt to complete an impermissible Transaction at an ATM or merchant; or
- i. If you attempt to complete a Transaction contrary to the terms and conditions of this Agreement.

There may be other reasons stated in this Agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CITI

PREPAID SERVICES CARD: Contact our Customer Service Department at Our Telephone Number, at Our Site, or write to Our Address, as soon as you can, if you think an error has occurred on your CITI PREPAID SERVICES Card. We allow you to report an error until the lesser of 60 days after you received a written CITI PREPAID SERVICES Card history or accessed an electronic CITI PREPAID SERVICES Card history, or 120 days after the Transaction or Load was first made available in your CITI PREPAID SERVICES Card history.

1. Tell us your full name and CITI PREPAID SERVICES Card number.
 2. Describe the error, or the Transaction or Load you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your CITI PREPAID SERVICES Card within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your CITI PREPAID SERVICES Card.

For errors involving new CITI PREPAID SERVICES Cards, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new CITI PREPAID SERVICES Cards, we may take up to 20 business days to credit your CITI PREPAID SERVICES Card for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

EXPIRATION DATE: There is an expiration date embossed on the front of your CITI PREPAID SERVICES Card. You may not use your CITI PREPAID SERVICES Card after the expiration date. If applicable to your Program, further information regarding expiration of your CITI PREPAID SERVICES Card can be found in the Supplement.

PRIVACY: We will disclose information to third parties about your CITI PREPAID SERVICES Card or the Transactions or Loads you make—

1. Where it is necessary for completing Transactions or Loads, or
2. in order to verify the existence and condition of your CITI PREPAID SERVICES Card for a third party, such as a consumer reporting agency or merchant, or;
3. In order to comply with government agency or court orders, or
4. If you give us your written permission, or
5. as described in our Privacy Policy.

A copy of our Privacy Policy is included with and incorporated into this Agreement. You may also review our Privacy Policy at any time at Our Site.

LIMITATION OF LIABILITY: Except to the extent described in the section titled "Our Liability for Failure to Complete A Transaction," or as otherwise required by law, we, our affiliates and the parties with whom we contract in order to offer the CITI PREPAID SERVICES Card are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the CITI PREPAID SERVICES Card, your use (or misuse) of the CITI PREPAID SERVICES Card, Our Site, the content or information contained within Our Site, or any products or services purchased using the CITI PREPAID SERVICES Card.

TAXES: You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any Transaction involving your CITI PREPAID SERVICES Card and are not responsible for collecting, remitting, or reporting any sales, use, income or other taxes arising from any such Transaction.

TRANSACTIONS MADE IN FOREIGN CURRENCIES:

Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of the Network. Those regulations currently provide that the conversion rate may be either a wholesale market rate or government-mandated rate in effect the day the Network processes the Transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date. We will also add a Foreign Currency Conversion Fee on all Transactions made in currencies other than U.S. Dollars. The Foreign Currency Conversion Fee will be equal to a percentage of the amount of each foreign Transaction, as set forth in the Fee Schedule.

BUSINESS DAYS: For purposes of this Agreement, our business days are Monday through Friday, excluding holidays.

CHANGES TO THIS AGREEMENT: We may add to, delete, or change any of the terms of this Agreement, including the Supplement (each, a "Change"). Among other Changes, we may add or increase Fees at any time. We will provide you with notice of Changes to the extent required by law.

TERMINATION: We, in our sole discretion, may terminate this Agreement, your access to your CITI PREPAID SERVICES Card, or your access to Our Site for any reason. We will provide you any notice required by applicable law. If any funds remain on your CITI PREPAID SERVICES Card, we will

pay them to you by issuing a check. We may terminate this Agreement immediately, without prior notice, if you commit any fraudulent, illegal or impermissible acts or provide false information to us, in which event we may withhold from any payment to you any amount we reasonably believe you owe as a result of any wrongful conduct in connection with your CITI PREPAID SERVICES Card or Our Site. You acknowledge and agree that we may set off the amount of any outstanding fees or payments due to us prior to issuing any authorized refunds.

ARBITRATION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MAY NOT USE THE CITI PREPAID SERVICES CARD AND YOU MUST CONTACT US IMMEDIATELY TO CANCEL YOUR CITI PREPAID SERVICES CARD.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

What Claims are subject to arbitration? All Claims arising out of and relating to your CITI PREPAID SERVICES Card, a prior related CITI PREPAID SERVICES Card or our relationship are subject to arbitration, including without limitation Claims regarding the application, enforceability, or interpretation of this Agreement. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a secondary cardholder or authorized user of your CITI PREPAID SERVICES Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your CITI PREPAID SERVICES Card, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

How does a party initiate arbitration? The party filing arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current address on file with us, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association
1633 Broadway, Floor 10
New York, NY 10019
Web site: www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0191
Web site:
www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration?

A single neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if required to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and

only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial arbitration firm's fee(s). If we file, we pay; if you file, you pay, unless you get a fee waiver under applicable rules of the arbitration firm. If you have paid the initial arbitration firm's fee(s) and you prevail, we will reimburse you for such fee(s). If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Unless otherwise provided by applicable law, each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, secondary cardholders and authorized users on a single CITI PREPAID SERVICES Card and/or related CITI PREPAID SERVICES Cards, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement; the CITI PREPAID SERVICES Card, or the relationship between you and us concerning the CITI PREPAID SERVICES Card; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your CITI PREPAID SERVICES Card, or this Agreement, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

ELECTRONIC ALERTS: You can elect to receive electronic card alerts via email and/or text messaging. These alerts are provided to the wireless telephone number or email address designated by you. The card alerts that you elect to receive are for convenience purposes only. We are not responsible for any failure to provide card alerts, even if you have elected to receive them, and we are not responsible if your computer or wireless telephone cannot receive or process the card alerts. Card alerts do not amend, supplement, change or replace any other notice or information that you may receive in connection with your CITI PREPAID SERVICES Card, including, but not limited to, any information provided to you on your CITI PREPAID SERVICES Card history or cardholder agreement. If you have any questions or concerns about your CITI PREPAID SERVICES Card or the status of your Card (such as the current available balance or transaction history) you should call the number provided on the back of your Card or use our online customer support. Your wireless or internet service provider may levy fees or charges for receipt of card alerts, and you are solely responsible for such charges. We are not responsible for your receipt, non-receipt, use or misuse of the card alerts, or any injury or damages caused to you, others, or property by card alerts.

MISCELLANEOUS

- a. Entire Agreement: This Agreement, including the Supplement, constitutes the entire agreement between you and us with respect to your CITI PREPAID SERVICES Card and our relationship regarding the CITI PREPAID SERVICES Card, and supersedes all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.
- b. Governing Law: Except as otherwise provided in the Arbitration provision of this Agreement, this Agreement and your CITI PREPAID SERVICES Card are governed by the laws of the United States of America and, to the extent that state law applies, the laws of the State of New York without regard to conflict of laws principles.
- c. Severability: Except as otherwise provided in the Arbitration provision of this Agreement, if any provision of this Agreement shall be deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from and shall not affect the validity and enforceability of any remaining provisions.
- d. No Waiver: No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of any right to subsequently enforce such provision or any other provisions of this Agreement.
- e. Assignment: You may not assign your rights or obligations under this Agreement. We may assign our rights or obligations, in whole or in part, at any time and without notice to you.

Revised 08/2013

M-92906

CITI PREPAID SERVICES® PREPAID CARD AGREEMENT
THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER "ARBITRATION" FOR DETAILS.

THIS CITI PREPAID SERVICES® PREPAID CARD AGREEMENT ("AGREEMENT") GOVERNS THE USE OF YOUR CITI PREPAID SERVICES® PREPAID CARD (THE "CITI PREPAID SERVICES CARD"). THE SCHEDULE OF SUPPLEMENTAL TERMS ("SUPPLEMENT") PROVIDED TO YOU IS INCORPORATED INTO, AND IS A PART OF, THIS AGREEMENT. IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO THE PERSON WHO IS ISSUED, OR ACCEPTS, ACTIVATES, OR REGISTERS FOR A CITI PREPAID SERVICES CARD, AND THE WORDS "WE," "US" AND "OUR" REFER TO CITIBANK, N.A., THE ISSUER OF THE CITI PREPAID SERVICES CARD. BY REGISTERING FOR, ACTIVATING, ACCEPTING, OR USING THE CITI PREPAID SERVICES CARD, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS CONCERNING THE CITI PREPAID SERVICES CARD, PLEASE VISIT OUR SITE, OR CONTACT US AT OUR TELEPHONE NUMBER, OUR ADDRESS, OR OUR EMAIL ADDRESS. OUR SITE, OUR TELEPHONE NUMBER, OUR ADDRESS, AND OUR EMAIL ADDRESS ARE LISTED IN THE SUPPLEMENT. "NETWORK" MEANS EITHER MASTERCARD® OR VISA®, WHICHEVER APPEARS ON YOUR CITI PREPAID SERVICES CARD. A "TRANSACTION" IS ANY TIME YOU USE YOUR CITI PREPAID SERVICES CARD TO ACCESS VALUE ON IT. A "LOAD" IS ANY TIME THE SPONSOR OF YOUR CITI PREPAID SERVICES CARD ADDS VALUE TO YOUR CITI PREPAID SERVICES CARD (IF APPLICABLE).

THE CITI PREPAID SERVICES CARD: The CITI PREPAID SERVICES Card is a Network branded prepaid card that enables you to purchase goods and services from merchants that accept debit cards in the Network, and to perform additional Transactions identified in the Supplement. The CITI PREPAID SERVICES Card is not a credit card, and can be used only for the amount of money loaded to the CITI PREPAID SERVICES Card. You can find additional information on how the CITI PREPAID SERVICES Card works on Our Site.

THE SPONSOR: The CITI PREPAID SERVICES Card is made available to you at the request of an organization that may use the CITI PREPAID SERVICES Card to provide funds to you for your use (the "Sponsor"). The terms of any payment from the Sponsor to you, including whether such funds belong to you and the correct amount, are matters between you and the Sponsor. We have no responsibility for resolving such disputes.

ELIGIBILITY FOR AND AVAILABILITY OF THE CITI PREPAID SERVICES CARD: Only individuals who can lawfully enter into and form contracts under applicable law and have reached the age of majority may have a CITI PREPAID SERVICES Card. We may refuse to provide a CITI PREPAID SERVICES Card to anyone, at any time, in our sole discretion.

NO INTEREST PAID: You understand and agree that you will

OUR PRIVACY NOTICE

Our goal is to maintain your trust and confidence when handling personal information about you. This privacy notice is provided by Citibank, N.A. and pertains only to this Citibank Prepaid Services Card. This privacy notice does not apply to any other product you may receive from Citibank, N.A. or any other member of the family of companies controlled by a Citigroup affiliate.

SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

ABOUT THIS NOTICE

This notice tells you how we collect, handle, and disclose personal information about you. This notice applies to both current and former customers. We may change this notice or our privacy practice from time to time. We will take reasonable steps to notify you of material changes including posting same on the website mentioned on the back of your card.

M-103235

**PERSONAL INFORMATION WE COLLECT
AND MAY DISCLOSE**

The personal information we collect about you may come from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information we receive from your program sponsor, such as your status in their program and name and address,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from third parties such as consumer reporting agencies and other sources.

The term “personal information,” as used in this notice, means information about identifiable individuals, for example, information that identifies you personally.

**DISCLOSURE OF PERSONAL
INFORMATION**

We may share your nonpublic personal information, such as name, address, and e-mail address, with your program sponsor as required for fraud prevention and program management purposes.

We do not disclose personal information to anyone outside of your program sponsor, except to perform services on our behalf or as permitted by law.

EXHIBIT C

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

State of Minnesota by its Attorney General,
Lori Swanson,

Court File No. 27-CV-09-18550
Judge John L. Holahan

Plaintiff,

vs.

CONSENT JUDGMENT

National Arbitration Forum, Inc.,
National Arbitration Forum, LLC, and
Dispute Management Services, LLC, d/b/a
Forthright,

Defendants.

WHEREAS, Plaintiff State of Minnesota, by and through its Attorney General, Lori Swanson ("State"), filed a Complaint in this matter on July 14, 2009 ("Complaint") against National Arbitration Forum, Inc., National Arbitration Forum, LLC, and Dispute Management Services, LLC, d/b/a Forthright (hereinafter, collectively, the "NAF Entities") (the State, and the NAF entities are hereinafter collectively referred to as the "Parties");

WHEREAS, this Consent Judgment shall not be construed as an admission of wrongdoing or liability by the NAF Entities;

NOW, THEREFORE, in the interest of resolving this action, the State and the NAF Entities hereby stipulate and consent to entry of this Consent Judgment, as set forth below:

1. The purpose of this Consent Judgment is to require the complete divestiture by the NAF Entities of any business related to the arbitration of consumer disputes.

2. The term “Consumer Arbitration” means any arbitration involving a dispute between a business entity and a private individual which relates to goods, services, or property of any kind allegedly provided by any business entity to the individual, or payment for such goods, services, or property. The term includes any claim by a third party debt buyer against a private individual. It does not include, however, the arbitration of internet domain name disputes on behalf of the Internet Corporation for Assigned Names and Numbers (ICANN), the processing of personal injury protection (PIP) disputes, the processing of shipping or storage disputes under 49 CFR § 375.211, or arbitrations where a NAF Entity is appointed and supervised by a government entity.

3. On or after July 24, 2009, no NAF Entity shall:

- a. Accept any fee for processing any new Consumer Arbitration.
- b. Administer or process any new Consumer Arbitration.
- c. In any manner participate in any new Consumer Arbitration.
- d. Attempt to influence the outcome of any arbitration proceeding currently pending before it.

4. The NAF Entities shall not engage in any deceptive practices, or make any false or misleading statements, in violation of Minn. Stat. §§ 325F.69, subd. 1; 325D.44, subd. 1; and 325F.67.

5. The NAF Entities shall pay investigative costs to the State of Minnesota within ten days of the date this Consent Judgment is signed. Notwithstanding this payment, the NAF Entities shall also pay the State of Minnesota an amount equal to any amount paid to the City of San Francisco over the next six months, in excess of the City’s actual investigative expenses and attorneys’ fees.

6. The Parties have read this Consent Judgment and voluntarily agree to its entry.

7. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the Office of the Attorney General, by execution of this Consent Judgment, hereby fully and completely releases the NAF Entities, including all of their past and present agents, employees, officers, directors, subsidiaries, shareholders, and affiliates, of any and all claims of the Attorney General connected with or arising out of the allegations in the State's Complaint in the above-captioned action, up to and including the date of this Consent Judgment.

8. Promptly after receiving notice that the Court executes this Consent Judgment, the State shall voluntarily dismiss the above-captioned action pursuant to Minnesota Rule of Civil Procedure 41.01(a).

9. The Parties shall cooperate to implement and facilitate this Consent Judgment, including the exchange of information reasonably necessary for that purpose or to confirm the NAF Entities' compliance with this Consent Judgment.

10. Any failure by any Party to this Consent Judgment to insist on performance by any other Party of any provision of this Consent Judgment shall not be deemed a waiver of any of the provisions included herein.

11. The Parties agree to bear their own costs and fees in this matter.

12. Each Party participated in the drafting of this Consent Judgment, and each agrees that the Consent Judgment's terms may not be construed against or in favor of any Party by virtue of draftsmanship. Each signatory further agrees they have authority to enter into this Consent Judgment.

13. This Consent Judgment, including any issues relating to interpretation or enforcement, shall be governed by the laws of Minnesota. The Court shall retain jurisdiction over this matter to enforce the terms of this Consent Judgment.

Dated: 7/17/09

National Arbitration Forum, Inc.
By: [Signature]
Its Attorney

Dated: 7/17/09

National Arbitration Forum, LLC
By: [Signature]
Its Vice President

Dated: 7/17/09

Dispute Management Services, LLC, d/b/a
Forthright
By: [Signature]
Its CEO

Dated: 7/17/09

LORI SWANSON
ATTORNEY GENERAL
STATE OF MINNESOTA
[Signature]
Lori Swanson

IT IS SO ORDERED.

Dated: _____

BY THE COURT:

John L. Holahan
Hennepin County District Court Judge

LET JUDGMENT BE ENTERED ACCORDINGLY.

July 17, 2009

Edward Anderson
Chairman of the Board
National Arbitration Forum, Inc.

Re: Consent Judgment Between the State of Minnesota, by its Attorney General, Lori Swanson, and the National Arbitration Forum, Inc., National Arbitration Forum, LLC, and Dispute Management Services, LLC d/b/a Forthright dated July 17, 2009

If, after two years (or one year, if special master Short concludes that such early modification will be in the interests of justice), a signatory to the Consent Judgment believes that consumers will not be harmed by a modification of this Consent Judgment, a signatory may petition former federal Magistrate Judge Brian Short for a determination that consumers will not be harmed as a result of the modification. If Mr. Short makes such a determination, this consent judgment may be modified. In no event shall this Consent Judgment be modified to allow a signatory to administer or process, or in any manner participate in the administration or processing of, arbitrations involving an individual consumer and business entity where the underlying dispute involves consumer debt (including debt bought or acquired by third parties), credit cards, consumer loans, telecommunications services, utilities, health care services, or consumer leases.

Sincerely,



LORI SWANSON
Attorney General

EXHIBIT D



NATIONAL ARBITRATION
FORUM

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Mediation
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Q: What types of disputes can be arbitrated?

A: Just about any type of dispute can be arbitrated, including contract disputes, intellectual property disputes, employment and labor claims, real estate and construction issues, and tort and civil rights matters. The majority of cases in the court system concern auto accidents and billing disputes. The FORUM handles a fair share of those types of cases as well.

The FORUM currently is not accepting consumer arbitrations.

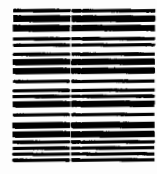
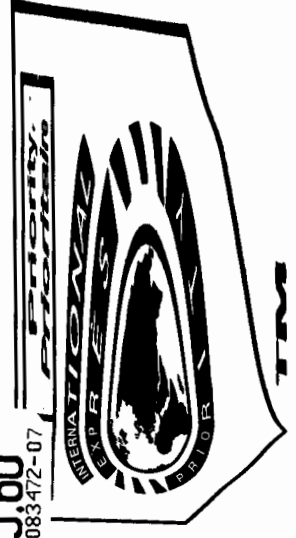
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